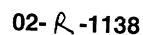
TCITÝ COUNCIL ATLANTA, GEORGIA





A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO A LEASE / MANAGEMENT AGREEMENT WITH THE NORTH ATLANTA SWIM ASSOCIATION, INC., A 501(C)(3) ORGANIZATION, FOR A PERIOD OF TWO-HALF (2 1/2) YEARS WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO (2) YEAR PERIOD, FOR THE MANAGEMENT, OPERATION, AND MAINTENANCE OF THE CHASTAIN PARK POOL AND GROUNDS.

WHEREAS, the North Atlanta Swim Association, Inc. is currently working with the City of Atlanta to facilitate the repair and timely opening of the Chastain Park Pool and grounds for the 2002 season and beyond for the enjoyment of the neighborhood and the public; and

WHEREAS, the City of Atlanta has already provided initial funds for the repair of Chastain Park Pool and grounds; and

WHEREAS, the North Atlanta Swim Association, Inc. desires to manage the soon to be re-opened Chastain Park Pool and grounds so that it may be professionally and properly maintained and operated for the safety and enjoyment of the community.

WHEREAS, the North Atlanta Swim Association, Inc. will make available to the public aquatic sports and safety education.

NOW, THEREFORE, IT IS RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section One: That the Mayor is hereby authorized on behalf of the City of Atlanta to enter into a lease / management agreement with the North Atlanta Swim Association, Inc. for a period of two-and-half (2 1/2) years from the date of execution with an option to renew for an additional two (2) year period, which agreement shall authorize said North Atlanta Swim Association, Inc. to operate, manage, and maintain the Chastain Park Pool and grounds.

Section Two: That the Association and City hereby enter into this lease / management agreement to staff and operate the Chastain Park Pool as a public-private partnership. The Association recognizes the need for community groups and citizens to take an active part in recreational activities and facilities that promote health and livable family-oriented neighborhoods. By this Agreement, the Association seeks to assist the City in the management and operation of the Pool by providing and paying for management services, lifeguards, expanded pool hours and organizing volunteers and community groups to pre-serve and improve the Chastain Park Pool and grounds. This shall free City resources, staff, and funds for other activities.

Section Three: That in its management and operation of the Pool, the Association shall honor all existing requirements of the City including, but not limited to: free swim periods, access for the Camp Best Friends Summer Program, and other guidelines required by the City. The Association will enter into a management contract with a licensed, insured and experienced pool management company to oversee the day-to-day operation of the Pool, including maintaining water quality and provision of certified lifeguards and staffing levels required by the City. The Association shall be solely responsible for paying for the management company out of membership dues, daily fees, and other sources as set forth in this Agreement.

<u>Section Four:</u> That the terms of the Agreement between the City of Atlanta and the North Atlanta Swim Association, Inc. for the management, operation and maintenance of the Chastain Park Pool and grounds, a copy of which agreement is attached hereto as Exhibit "A" to this resolution.

<u>Section Five</u>: That the terms of this Agreement are based upon the Fulton County Health Department issuing the required permit for pool operation.



Section Six: That all resolutions in conflict herewith are hereby repealed

A true copy,

uphin Johnson Municipal Clerk, CMC

ADOPTED as amended by the Council APPROVED by the Mayor

JULY 01, 2002 JULY 09, 2002

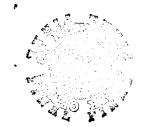


Exhibit "A"

State of Georgia
County of Fulton

CHASTAIN PARK POOL AND GROUNDS LEASE AGREEMENT

(A Public / Private Partnership)

This Agreement (the "Agreement") is made and entered into this ____day of _____,2002, by and be between the City of Atlanta, a municipal corporation within the State of Georgia (hereinafter referred to as "City") and North Atlanta Swim Association, Inc., a Georgia Non-Profit Corporation (hereinafter referred to as "Association").

Preamble

The Association and City hereby enter into this lease agreement to staff and operate the Chastain Park Pool and grounds (hereinafter referred to as Pool), as a public-private partnership. The borders of the "Pool" are Pool Road, West Wieuca Road and the Galloway School property line. The Association recognizes the need for community groups and citizens to take an active part in recreational activities and livable family-oriented health and that promote facilities By this Agreement, the Association seeks to assist the neighborhoods. City in the management and operation of the Pool by providing and paying for management Services, lifeguards, expanded pool hours and organizing volunteers and community groups to preserve and improve the Chastain Park Pool and grounds. This shall free City resources, staff, and funds for other activities.

In its management and operation of the Pool, the Association shall honor all existing requirements of the City including but not limited to: free swim periods, access for the Camp Best Friends Program and other guidelines required by the City. The Association will enter into a management contract with a licensed insured and experienced pool management company to oversee day-to-day operation of the Pool, including maintaining water quality and provision of certified lifeguards at staffing levels required by the City. The Association shall be solely responsible for paying for the management company out of membership dues, daily fees, and other sources as set forth in this Agreement.

The Pool, as leased by this Agreement, shall not include the upper level of the Chastain Park Pool Concession Building currently leased to The Galloway Schools, Inc. nor the portion of the lower level of the Chastain Park Pool Concession Building currently leased to The Galloway Schools, Inc. and currently used as storage facilities by The Galloway Schools, Inc. (all such space being collectively hereinafter referred to as the "Galloway Leased Space").

WITNESSETH:

whereas, this Lease Agreement is authorized by a Resolution adopted by the Atlanta City Council on ______ and approved by the Mayor on ______, a copy of which Resolution is attached hereto and made a part hereof as Exhibit "A". The Mayor is authorized to enter into an appropriate lease agreement with the North Atlanta Swim Association, Inc. for the lease of the Chastain Park Pool and grounds located at 235 West Wieuca Road.

Now, Therefore, in consideration of the mutual covenants between the parties hereto and for other good and valuable consideration, the parties agree as follows:

A. Association Hereby Covenants, Undertakes and Agrees:

1. Lease, Management and Operations

- (a) Association shall, at its sole cost and expense and, subject to the terms and conditions hereinafter prescribed, staff, manage and operate the Chastain Park Pool and grounds (the "Pool"), a City of Atlanta public recreational facility, in a safe, clean, healthy and orderly manner so as to offer a high quality and affordable recreational experience to the citizens and residents of Atlanta.
 - (i) Association shall operate the Pool in such a manner that it shall become self-supporting from earned revenues during the term of the Agreement.
 - (ii) Association shall utilize earned revenues from the operation of the Pool. In the event there are excess funds that are not required for the operation of the Pool, Association shall use such excess funds for capital improvements (which shall be subject to the City's approval), maintenance costs or for the establishment of a sufficient reserve fund.



- (iii) In the event that Association determines that such excess funds are not required for Pool operations, capital improvements or maintenance, said funds may be used by the Association for Pool-related functions and/or programs beneficial to the North Atlanta community as deemed appropriate by the Association and as approved by the City, the latter of which shall not be unreasonably withheld.
- (b) Association shall enjoy the following options regarding the required certification of its swimming pool personnel:
 - (i) Association's swimming pool personnel shall be enrolled in, and/or successfully completed, required courses in "Lifeguard Training", "Certified Pool Operator" and "Cardiopulmonary Resuscitation" as offered by a licensed program of instruction (i.e. American Red Cross, Ellis and Associates or the National Swimming Pool Foundation, etc.) subject to City's verification and approval.

Association may elect to subcontract the staffing and operation of the Pool to a licensed and certified company specializing in the staffing and operation of public swimming pools with the written approval of the Commissioner of the Department of Parks, Recreation and Cultural Affairs (DPRCA).

Association shall incorporate a complete copy of this Agreement by attachment to each and every subcontract for the provision of staffing and operations services and shall ensure that the Subcontractor shall satisfy each and every required insurance coverage and limit or other material obligation as required herein.

Association shall provide City with a full copy of each and every subcontract that it has entered into for the staffing and/or operation of the Pool.

(c) For and during the term of the Agreement, Association or its Subcontractor, as appropriate, shall submit proof that each and every swimming pool employee shall possess current required certifications and the Association shall not open or otherwise allow the Pool to be operated until said proof has been made to the full and complete satisfaction of City.



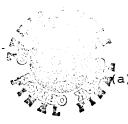
- d) Association and its Subcontractor, as appropriate, shall guarantee that at no time shall it permit, allow or otherwise let uncertified swimming pool personnel operate, staff or manage the Pool.
- (e) Association shall ensure that required staffing levels for the Pool shall meet or exceed State, County and City minimums as outlined in City's "Aquatics Manual".
- (f) Initially, the Association shall operate the Pool for public use and access from the Friday preceding Memorial Day and continuing through September 15th. However, the Pool may be kept open continuously during the year at the discretion of the Association with the approval of the Commissioner of DPRCA provided that all standards of this Agreement are maintained throughout the year. The "standard" hours of operation shall be as described in Attachment B. The Association with the approval of the Commissioner of DPRCA will determine the Pool's "extended" hours of operation.
- (g) Association agrees that its security responsibilities for the swimming pool shall start on the date that City begins filling the Pool with water and shall continue unabated until such time as the pool is completely drained and not to be refilled. As conditions and situations dictate, Association may find it necessary to utilize the services of a security guard for the purpose of protecting against trespass and vandalism during times that the Pool is closed.

Association agrees to keep the swimming pool fence, bathhouse, restrooms and utility room locked and secured at all times when the Pool is closed or otherwise not open to the public. Association shall not change or re-key any locks to the swimming pool, bathhouse, restrooms, utility room or fence. In the event that locks are lost, stolen or vandalized, Association shall notify the City of Atlanta's Department of Parks, Recreation, and Cultural Affairs, who shall promptly arrange for replacements oremergency repairs, appropriate. Association agrees that The Galloway Schools, Inc., its employees, students and business invitees shall have access to the Galloway Leased Space at all times during the term of this Agreement. Association further agrees that the tenant of the Galloway Leased Space shall at all times during the term of this Agreement have access to the portion of the Chastain Park Pool Concession Building not included in the Galloway Leased Space for (i) repair and replacement of utility lines serving the Galloway Leased Space and

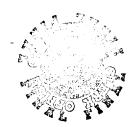


- (ii) access to the storage space on the lower level contained within the Galloway Leased Space.
- (h) Association agrees that after the swimming pool has been filled with water, it shall have the responsibility to maintain the swimming pool and bathhouse in a clean, sanitary condition and shall monitor the filtration and chemical purifier systems to ensure that the pool's water environment remains stable and free of bacteria, fungi, algae and microbial aquatic growth.
- (i) Association shall schedule the Pool's required Operational Certification Inspection by the appropriate County Health Department after City has filled Pool with water before its scheduled opening to the public.
- (j) Association shall honor all current and future City-issued season swim passes in conformance with Attachment B. Season swim passes sold by Association shall be valid at the Pool at all times or as determined by Association.
- (k) Association shall not open the Pool during the school hours of the Atlanta Public Schools (APS). However, at its discretion, the Association shall have the option to open the Pool to adults and accompanied Pre-Schoolers during school hours.
- (1) Association shall, upon receipt of reasonable prior notification by City provide free admission to participants in the City's programmed during hours of operation that are in conformance with City's normal operating hours for public swimming pools.
- (m) Association shall have the right to make improvements to Pool and grounds with prior written consent from the Commissioner of the DPRCA. To the extent that such improvements can be removed from Pool and grounds without causing damages to the premises, Association shall be authorized to remove same upon termination of the Agreement.
- (n) Association shall grant to City unrestricted access to the Pool for operational inspections, repair, maintenance and other purposes as from time-to-time that may become necessary.
- (o) Association shall comply with City's sanitation and emergency procedures as contained in the Aquatics Manual.

2. Accounting, Fees and Financial Matters



- (a) Association shall raise all funds necessary for the operation of the Pool and shall enjoy the following rights:
 - (i) Charge admission or usage fees per Attachment B.
 - (ii) Sell passes or memberships per Attachment B.
 - (iii) Operate food and beverage concessions.
 - (iv) The Association may hold special events or aquatic sports or safety related training at the Pool.
 - (v) The Association may rent the Pool for special events or aquatic sports or safety related training.
 - (vi) The Association may sell aquatic sport and safety related materials / goods at the Pool.
 - (vii) Receive and expend all proceeds derived from all fees and sales as contemplated herein in accordance with the Agreement.
- (b) Association shall maintain records of all accounts, receipts, and expenditures, cash reserves, program activities and attendance figures which shall accurately reflect the detailed financial and programmatic operations of the Pool and shall make such records available to City for audit purposes at the City's request.
- (c) Association shall provide an Annual Financial Report (consisting of an Income Statement and Balance Sheet) to the Commissioner of DPRCA for each calendar year of the Agreement not later than February 15th of the following calendar year. Said Financial Report shall present the Association's receipts, expenditures, assets and liabilities and shall be prepared by the Association's Certified Accountant or other Certified Public Accountant and shall be approved by Association's Board of Directors.
- (d) Association shall provide an Annual Performance Report to City for each calendar year of the Agreement not later than February 15th of the following calendar year. Said Performance Report shall present the Pool's attendance numbers and any programs or special events sponsored by Association.
- (e) Association shall implement a fee structure for admission to the Pool as described in Attachment B. Said fee structure shall not be exceptional or exclusionary so as to discourage public use and accessibility. The fee structure shall be subject to review and approval by the City at such times as Association proposes to make



material alterations or changes to any categories therein. Association shall have the right to designate "free swim" periods at its discretion.

(f) Association shall post all fees and hours of operation in prominent public view.

3. Rents and Operational Costs

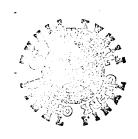
- (a) Association shall pay to City, as rent for the Pool, the sum of One (S1.00) Dollar per calendar year or part thereof, said amount being due and payable for the remainder of the first calendar year of the term of this Agreement on the date of execution hereof and thereafter on the first day of May of each year of the term of this Agreement or any renewal thereof, the receipt and sufficiency of which is hereby acknowledged.
- (b) Association shall pay, in addition to the rent as above specified, the full and complete cost and expense of managing and operating the Pool, including without limitation, telephone, staff and any and all Subcontractors or service providers as Association may elect to employ and each and every other expense or cost, as hereinafter specified, involved in the management and operation of the Pool for and during the term of the Agreement.

4. Emergency Repair Service

(a) Association shall contact City's Work Order Desk (404.817.6813) to report system malfunctions, break-ins or other damages to the swimming pool, bathhouse, grounds, fence, etc. City shall undertake emergency repairs to the Pool in a prompt and timely manner, subject however, to City's backlog of emergency repairs required at other City-owned swimming pools. City's procedure shall be to respond to emergency calls in the order by which the emergency requests are received.

5. Emergencies Involving Patrons, Staff or Others

(a) Association shall use the Emergency 911 number to summon Police, Fire or Emergency Medical personnel should events or situations dictate. After summoning emergency personnel, Association shall



immediately notify City of Atlanta's Department of Parks, Recreation, and Cultural Affairs at (404)817-6764.

6. Association's Emergency Telephone Numbers

(a) Association shall provide the Commissioner or his designee with the names and telephone numbers of no less than three (3) Association officials who can be contacted by City at night and on weekends and holidays in the event that emergencies arise at the Pool.

B. City Hereby Covenants, Undertakes and Agrees:

1. Maintenance and Repair

- (a) City shall maintain, at its sole cost and expense, the swimming pool, bathhouse, restrooms, utility spaces, fence, gates and interior / exterior lights in proper operating condition. Said maintenance responsibilities shall include doors, windows, plumbing, electrical, filtration and chemical purification systems, pumps, starters, motors, fans, blowers, etc.
- (b) City shall charge the full cost of labor, parts and materials for repairs or replacement of plumbing, filtration and purification components to Association in the event that a determination is made that damages resulted from the improper operation of said systems by Association, Association's employees or Association's Subcontractor.
- (c) City shall undertake emergency repairs to the Pool in a prompt and timely manner subject to City's backlog of emergency repairs required at other City-owned swimming pools. City's procedure shall be to respond to emergency calls in the order by which the emergency requests are received.

2. Preparation

(a) City shall, at its sole cost and expense, have the Pool filled with water, fully functional and otherwise prepared for service by at least no later than one week before Memorial Day or another mutually agreed to time by the City and the Association. The responsibility for scheduling the appropriate County Health Department's inspection for the Pool's Operational Certification shall rest with Association.



City shall, at its sole cost and expense, provide the following equipment for Association's use:

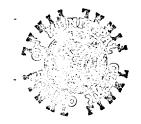
- (i) Trash receptacles.
- (ii) Full complement of lifeguard stands.
- (iii) A one-time allotment of lifeguard stand umbrellas. Subsequent replacement umbrellas shall be the responsibility of Association.
- (iv) A one-time full complement of life-saving equipment (ring buoys, rescue tubes, one (1) standard-issue first aid kit, etc.). Subsequent replacements shall be the responsibility of Association.
- (c) The Association will winterize the Pool at its sole cost and expense with the inspection and approval of the City; to protect internal plumbing, filtration systems from freeze damage, as well as protecting the Pool shell.

3. Utilities

- (a) City shall, at its sole cost and expense, provide the following utilities at the Pool:
 - (i) Electricity
 - (ii) Water
 - (iii) Sewer
 - (iv) Trash-pickup

Association shall cause all utilities serving the Pool to be separately metered from those utilities serving the Galloway Leased Space, it being the intent of City and Association that The Galloway Schools, Inc. shall not incur any utility expense for operation of the Pool.

4. Consumable Supplies



(a) The Association shall at its sole cost and expense provide all chemicals and consumable supplies for use at the Pool.

5. Regulatory Signage

(a) The Association at its sole cost and expense shall install regulatory signage at the Pool with the approval of the Commissioner of DPRCA.

6. Prior Notice of City's Intended Use

- (a) City shall give a minimum 7-day prior notice to Association of City's intended use of Pool involving ten (10) or more Camp Best Friends Summer Program participants.
- (b) City shall have the option of satisfying this requirement by providing Association with a schedule of planned visits to the Pool by Camp Best Friends Summer Program sites prior to June 1st each year.
- (c) City shall ensure that Camp Best Friends Summer Program participants visiting the Pool shall be accompanied by a sufficient number of Summer Camp Counselors.

C. Term:

- (a) City hereby leases the Pool to Association for a term of two-and-one-half (2 1/2) years. This Agreement may be extended for two (2) additional years and be renewable every two years thereafter upon mutual agreement between the parties hereto and upon adoption of appropriate legislation by the Atlanta City Council and approval by the Mayor. The Association shall submit written notice to the Commissioner of the Department of Parks, Recreation and Cultural Affairs of such intent to renew no less than One Hundred Eighty (180) calendar days prior to the expiration of the term.
- (b) In the event of default of any of the terms and conditions hereunder, including, but not limited to the obligations placed upon the Association, or upon the termination of this Lease Agreement under any of the other terms hereof, Association agrees to surrender possession of the Pool immediately and hereby grants to City the right of possession thereof, with the process of law the right to

expel and to remove Association, its Subcontractor or any other person or party who may be occupying the Pool or any party thereof under claim of right by, through or under Association, and City may repossess itself of the Pool as its estate, but such entry of the Pool by City shall not constitute a trespass or forcible entry or detainer.

D. Capital Improvements

(a) The Association has the right to do capital improvements of the Pool with the approval of the Commissioner of DPRCA.

E. Facility Improvements (Non-Capital)

(a) The Association has the right to make facility improvements that do not qualify as "Capital Improvements' as defined in the preceding section "D-a," with the approval of the Commissioner of DPRCA.

F. Insurance / Bonding Requirements For Chastain Park Pool and Ground Agreement

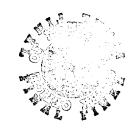
Attachment - "C"

G. Non-Discrimination Clause

During the performance of this Agreement, the Association agrees to comply with all provisions of Sections 2-1200 ands 2-1414 of the Code of Ordinances, City of Atlanta (1995), and does warrant the following:

"During the performance of this agreement the contractor (Association) agrees as follows:

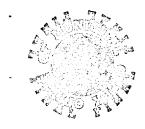
(a) The contractor (Association) shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:



Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Association agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

- (b) The Association shall in all solicitations or advertisements for employees, placed by or on behalf of the Association, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- (c) The contractor shall send to each labor union or representative of workers with which the contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
- (d) The contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- (e) The contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.
- The contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices,



policies, programs and statistics of the contractor and its subcontractors.

- (g)

 The contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- (h) A finding, as hereinafter provided, that a refusal by the contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
 - Withholding from the contractor in violation all future payments under the involved contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract;
 - Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances.
 - (3) Cancellation of the public contract;
 - (4)

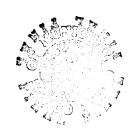
In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

H. Jurisdiction

(a) This Agreement is made and entered into in Fulton County, Georgia, In the event of any dispute, disagreement or action arising under this Agreement. The proper place for determination of such dispute, disagreement or legal action is within the jurisdiction of Fulton County, Georgia and based upon the laws of the State of Georgia,

I. Notice

(a) All notices, demands, requests or replies provided for, permitted or appropriate under this Agreement shall be in writing and may be delivered by any one of the following methods:



- (i) By personal delivery;
- (ii) By deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below;
- (iii) By prepaid telegram; or
- (iv) By deposit with an overnight express delivery service,
- (b) Notice deposited with the United States Postal Service, telegram or express delivery service in the manner described above shall be deemed effective one (1) business day after deposit therein. Notice by personal delivery shall be deemed effective at the time of personal delivery.
- (c) For purposes of notice, demand, request, reply or repayment, the address of City shall be:

The Commissioner
City of Atlanta, Department of Parks,
Recreation and Cultural Affairs
City Hall East, Suite 800
675 Ponce de Leon Avenue, NE
Atlanta, Georgia 30308

The address of the Association shall be:

North Atlanta Swim Association, Inc. C/o The President
P.O. Box 11602
Atlanta, Georgia 30355

J. Termination

Either party to this Agreement shall have the right to terminate the Agreement with or without cause by giving, one unto the other, a one (1) year Notice of Intent to Terminate.



Failure by either City or Association to comply with any of the requirements set forth herein shall be a Condition of Default, Such Condition of Default, if left uncured for 30 calendar days shall result in the immediate termination of this Agreement,

L. Liability

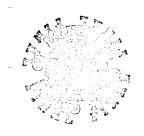
It is mutually agreed between the parties hereto that this Agreement shall not become binding on the Association, and the Association shall incur no liability upon the same until said Agreement has been fully executed by the Mayor and delivered to the Association.

M. Obligation

The City's obligation under this Agreement to allow use of the Chastain Park Pool Concession Building shall be subject to an amendment to the existing lease with The Galloway Schools, Inc. on the Chastain Park Pool Concession Building which limits the area covered by the existing lease as contemplated in the Agreement.



In Witness Whereof, the parties have hereunto set their hands and seals the day and year first written above.



Attachment "B"

I. Standard Hours and Charges - The Association agrees that hours and charges for the Pool shall be as follows:

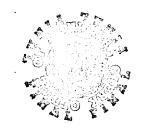
Times (*MonFri.)	User	Summer Fees
10:00 AM - 5:00 PM	Open to Public	
10:00 AM - 1:00 PM	Free Swim	\$0.00
1:00 PM - 5:00 PM	Daily Paid Swim	\$2.00 child rate \$3.00 adult rate
5:00 PM - 8:00 PM	Subscriber Swim	\$250.00 per household

(\$50.00 Association fee for overhead is included in the \$250.00 subscriber rate for summer usage per household)

The Association will accept City of Atlanta swim passes during public access hours.

The Association may close the Pool as needed for maintenance, safety instruction, and community swim meets, special events and shall have the right to adjust the charges for Pool services and rental in any year of the lease agreement with prior written approval from the Commissioner of the Department of Parks, Recreation and Cultural Affairs being granted.

^{*}Saturday and Sunday paid hours will be from 10:00 am to 5:00 pm, and subscriber hours will be 5:00 pm to 8:00 pm



Attachment - "C"

INSURANCE/BONDING REQUIREMENTS Chastain Park Pool and Grounds Lease Agreement

A. General Preamble

The following general requirements apply to any and all leases. Compliance is required by all Lessees and Sub-Lessees of any tier. Insurance/Bonding requirements are based on information received as of date of lease. The City of Atlanta reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this contract.

1. Evidence of Insurance Required Before any modification Work Begins

No Lessee or Sub-Lessee shall commence any work of any kind under this contract until all Insurance and Bond requirements contained in this lease shall have been complied with as outlined below, and until evidence of such compliance satisfactory to the City as to form and content has been filed with the City. The Acord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.

2. Minimum Financial Security Requirements

Any and all companies providing insurance required by this lease must meet certain minimum financial security requirements set forth below. These requirements conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the Acord Certificate of Insurance Form.

For all Contracts, regardless of size, companies providing Insurance of Bonds under this contract must have a current:

- i) Best's Rating not less than A- and current
- ii) Best's Financial Size Category not less than Class IX.
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia, furthermore, all bid, performance and payment bonds must be a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason shall be or become unsatisfactory to the City, written notification shall be mailed by the City to the lessor who shall promptly obtain a new policy or bond issued by an insurer acceptable to the City, and shall submit evidence of the same to the City as required herein.

Upon failure of the lessor to furnish, deliver and maintain such insurance or bonds as herein provided, this lessor, at the election of the City, may be declared forthwith suspended, discontinued or terminated. Failure of the lessor to take out and/or to maintain any required insurance or bonds shall not relieve the lessor from any liability under the contract, nor shall these requirements be construed to conflict with the obligation of the lease concerning indemnification.

3. Insurance Required for Duration of Contract

Any and all Insurance and Bonds required by this lease shall be maintained during the entire length of this lease, including any extensions thereto, and until all work has been completed to the satisfaction of the City. The City shall have the right to inquire into the adequacy of the insurance coverages set forth in this lease and to negotiate such adjustments as reasonable appear necessary.

4. Mandatory 30-Day Notice of Cancellation or Material Change

The City of Atlanta shall, without exception, be given not less than thirty (30) days notice prior to cancellation for other than non-payment of premium or for material change of any Insurance or Bond required by this contract. Non-payment of premium shall require ten (10) days notice of cancellation. Confirmation of this mandatory 30 days notice of cancellation shall appear on the Acord Certificate of Insurance and on any and all Bonds and Insurance policies required by this contract.

5. City of Atlanta as Additional Insured

The City of Atlanta shall be covered as <u>Additional Insured</u> under any and all Insurance and Bonds required by this contract, and such insurance shall be primary with respect to the <u>Additional Insured</u>. Confirmation of this shall appear on the Acord Certificate of Insurance, and on any and all applicable Bonds and Insurance policies. However, this requirement does not apply to Workers' Compensation, Professional Liability Insurance or Payment and Performance Bonds.

6. Mandatory Sub-Lessee Compliance

Lessee shall incorporate a copy of these Insurance, Bond and Hold Harmless requirements in each and every contract with each and every Sub-Lessee of any tier, and shall require each and every Sub-Lessee of any tier to comply with all such requirements. Lessor agrees that if for any reason Sub-Lessee fails to procure and maintain Insurance

Bonds as required, all such required Insurance and Bonds shall be procured and maintained by lessor at Lessee's expense.

7. Authorization and Licensing of Agent

Each and every agent acting as Authorized Representative on behalf of a Company affording coverage under this lease shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the agent to bind coverage as required and to execute the Acord Certificate of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies, these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

B. Workers' Compensation and Employer's Liability Insurance

The Lessee shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits, such insurance to cover each and every employee who is or may be engaged in work under the contract:

Workers' Compensation Statutory

Employer's Liability

Bodily Injury by Accident/Disease \$100,000 each accident Bodily Injury by Accident/Disease \$100,000 each employee Bodily Injury by Accident/Disease \$500,000 policy limit

C. General Liability Insurance

The Lessee shall procure and maintain General Liability Insurance in an amount not less than \$1,000,000 Bodily Injury and Property Damage combined single limit. The following specific extensions of coverage shall be provided and shall be indicated on the Acord Certificate of Insurance:

- 1. Comprehensive Form
- 2. Contractual Insurance (Blanket or specific applicable to this contract)
- 3. Personal Injury
- 4. Broad Form Property Damage
- 5. Premises Operations

D. Automobile Liability Insurance

The Lessee shall procure and maintain Automobile Liability Insurance with not less than \$500,000 Bodily Injury and Property Damage combined single limit. The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance:

1. Comprehensive Form

2. Owned, Hired, Leased and Non-owned vehicles to be covered.

In the event the Lessee does not own any automobiles in the corporate name, non-owned vehicle coverage shall apply and must be endorsed on either the Lessee's personal automobile policy or the Comprehensive General Liability coverage (c) required under this contract.

E. Property Insurance

Lessee shall procure and maintain Property Insurance covering all forms of risk on all Tenant Improvements and any other interests of Lessee, if applicable, in or about the Leased Premises, including inventory, supplies, and other property of Lessee located at said Premises, insuring against the perils of fire, lightning, extended coverage, perils vandalism, malicious mischief, glass breakage and sprinkler leakage, in an amount equal to the full replacement value of Tenant Improvements and any other interests of Lessee in or about said Premises.

F. Hold Harmless Agreement

In addition to its agreement to obtain and maintain the insurance as set forth herein above, Lessee agrees to indemnify and hold harmless the City of Atlanta, its officers, agents and employees from any and all claims against the City of Atlanta, its officers, agents or employees which arise out of any negligent act or omission of Lessee or any sub-lessee employed by the Lessee or any of their officers, agents or employees, and any and all claims which result from any condition created or maintained by the Lessee or any sub-lessee employed by the Lessee or any of their officers, agents or employees, which condition was not specified to be created or maintained by this Agreement. Lessee further agrees that its agreement to indemnify and hold harmless the City of Atlanta, its officers, agents and employees shall not be limited to the limits of the liability insurance under this Agreement and the attached specifications.

Atlanta City Council

Regular Session

02-R-1138 Lease Management Agree. with North Atl.
Swim Assoc. for Chastain Park Pool
ADOPT AS AMEND

YEAS: 15
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 0

Y	Smith	Y	Archibong	Y	Moore	Y	Mitchell
Y	Starnes	Y	Fauver	Y	Martin	Y	Norwood
Y	Young	Y	Shook	Y	Maddox	Y	Willis
Y	Winslow	Y	Muller	Y	Boazman	NV	Woolard

□3rd □Consent □V Vote □RC Vote of the median FINAL COUNCIL ACTION COUNCIL PRESIDENT A PEROPER JUL 0 1 2002 CERTIFIED Readings S. S. □1st & 2nd -av, Adv, Hold (see rev. side) Fav, Adv, Hold (see rev. side) Committee Committee Members Members Refer To Refer To Action: Other: Action: Other: Date Chair Date Chair First Reading Fav, Adv, Hold (see rev. side) Fav, Adv, Hold (see rev. side) Forwarde Reco Committee Members Refer To Refer To Other: Action: Date Chair Chair Referred to Committee Date OPERATION, AND MAINTENANCE OF THE CHASTAIN THE NORTH ATLANTA SWIM ASSOCIATION, INC. A 501(C) (3) ORGANIZATION, FOR A PERIOD AS AWENDED BEHALF OF THE CITY OF ATLANTA TO ENTER INTO A LEASE/MANAGEMENT AGREEMENT WITH ADOPTED BY COUNCIL OPTION TO RENEW FOR AN ADDITIONAL TWO OF TWO & A HALF (2 1/2) YEARS WITH AN A RESOLUTION AUTHORIZING THE MAYOR ON JUL 0 1 2002 (2) YEAR PERIOD, FOR THE MANAGEMENT, 1st ADOPT 2nd READ & REFER 02- R. - 1138 (BONOT WITH A A A DOVE THIS LINE) REGULAR REPORT REFER BY COUNCILMEMBER CLAIR MULLER PERSONAL PAPER REFER ADVERTISE & REFER CONSENT REFER PARK POOL AND GROUNDS. Date Referred Date Referred Date Referred Referred To: Referred To: Referred To: A RESOLUTION 0000